



#### **BUREAU OF LAND MANAGEMENT**

Utah State Office P.O. Box 45155 Salt Lake City, UT 84145-0155



IN REPLY REFER TO 3809 (UT-924-OA) UTU-70557

November 9, 2001

RECEIV

DEC 2 3 2003

CERTIFIED MAIL--Return Receipt Requested

DIV. OF OIL. 157 (1997)

DECISION

Obligor:

Gordon D. & Dionis S. Griffin

Red Dome, Inc.

7 Ramshorn Court

Savannah, GA 31411

Financial Institution:

Fleet National Bank c/o Global Trade Operations

1 Fleet Way, Mail Stop: PAEH0802SM

San Francisco, CA 94105

Plan/Notice Serial No.: UTU-70557

Bond Amount: \$44,000

### Personal Bond and Letter of Credit Accepted

On September 18, 2001, this office received a Surface Management Personal Bond and on November 8, 2001, we received a Letter of Credit (LOC) in the amount of \$44,000 for coverage of all operations conducted by or on behalf of the obligor on plan UTU-70557. The bond and the LOC have been examined and found acceptable; therefore, the bond is accepted effective November 8, 2001.

The pledge for the bond is a LOC written by the financial institution named above. The document will be retained by the BLM until all terms and conditions of the operating plan have been fulfilled or until a satisfactory replacement bond has been accepted. The LOC will be returned to the financial institution when this office determines that the bond is no longer required.

The LOC will continue indefinitely in the absence of notice from the financial institution of its determination not to renew the letter. Such a notice must be received in this office at least 90 days prior to the original expiration date of November 15, 2002, or the automatic extension dates falling on the same day in subsequent years. A copy of such notice also should be provided to the obligor, who would then be responsible for providing a replacement security to the BLM. Unless the obligor provides a satisfactory replacement bond a least 30 days prior to the then fixed expiration date, BLM will demand

that the financial institution pay the full amount of the credit to ensure continuing bond coverage of the obligor. Any such funds thus obtained will be retained, as long as none are required to correct defaults, until the bond is no longer required or until replacement bond coverage is accepted by the BLM.

If you have any questions, please contact Opolonia Abeyta at (801)539-4123.

/s/ Robert Lopez

Robert Lopez Chief, Branch of Minerals Adjudication

Distribution:
Obligor
Financial Institution
Jerry Mansfield, Fillmore Field Office (U-010)

STANDBY LETTER OF CREDIT NO. (DATE OF ISSUE: NOVEMBER 7, 2001

ISSUING BANK:
FLEET NATIONAL BANK
C/O GLOBAL TRADE OPERATIONS
1 FLEET WAY, MAIL STOP: PAEHO802SM
SCRANTON PA 18507-1999

APPLICANT: GORDON D. & DIONIS S. GRIFFIN 7 RAMSHORN CT. SAVANNAH, GA 31411

BENEFICIARY: UNITED STATES DEFARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT P.O. BOX 45155 SALT LAKE CITY, UTAH 84145-0155

### - COPY -NOT NEGOTIABLE

AMOUNT/CURRENCY:
USD 44,000.00
FORTY FOUR THOUSAND AND 00/100'S US
DOLLARS

DATE AND PLACE OF EXPIRY: NOVEMBER 15, 2002 AT OUR COUNTERS

# -COPY-NOT NEGOTIABLE

WE HEREBY OFEN OUR IRREVOCABLE STANDBY LITTER OF CREDIT NO. \_\_\_\_\_\_\_ IN THE AMOUNT OF UP TO \$44,000.00 (FORTY-FOUR THOUSAND AND NO/100) IN FAVOR OF THE DEPARTMENT OF INTERIOR-BUM (DOI-BUM), FOR THE ACCOUNT OF GORDON D. & DIONIS S. GRIFFIN, 7 HAMSHORN CT., SAVANNAH, GA 31411. EXPIRATION DATE OF THE LETTER OF DREDIT IS NOVEMBER 15, 2002, AVAILABLE AGAINST YOUR DRAFT(S) DRAWN AT SIGHT ON FLEET NATIONAL BANK, BEARING THE CLAUSE "DRAWN UNDER THE LETTER OF CREDIT 181295600 FLEET NATIONAL BANK."

DRAFILS, MUST BE ACCOMPANIED BY:

1. THE DRIBINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENTS, IF ANY.

A STATE OF THE PARTY OF THE PAR

2. A DATED STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED OFFICER OF THE BENEFICIARY ON BENEFICIARY'S LETTERHEAD READING AS FOLLOWS: QUOIE

THE DEPARTMENT OF INTERIOR-BLM (DOI-BLM) EXERCISES THE RIGHT TO COLLECT THE STATED ANDUNT FROM THE FINANCIAL INSTITUTION BECAUSE:

A. A DEFAULT HAS OCCURRED PRIOR TO THE EXPIRATION DATE (INCLUDING ANY EXTENDED DATE).

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A. A. A. C.

1 THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 🔄

The state of the state of

B. GORDON D. & DIONIS 3. GRIFFIN HAS FAILED TO FURNISH AN ACCEPTABLE SUBSTITUT.
BOND OF AT LEAST 30 DAYS PRIOR TO THE EXPIRATION OF THE LETTER OF CREDIT.

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UNQUOTE

# - COPY - NOT NEGOTIABLE

IT IS A COMDITION OF THIS LETTER OF CREDIT THAT IT IS DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR PERIOD(S) OF ONE YEAR EACH FROM THE CURRENT EXPIRY DATE HEREOF. OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO ANY EXPIRATION DATE, WE NOTIFY YOU BY REGISTERED MAIL AT THE ABOVE LISTED ADDRESS THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

ANY SUCH NOTICE SHALL BE EFFECTIVE WHEN SENT BY US AND UPON BUCH NOTICE TO YOU MAY DRAW AT ANY TIME PRIOR TO THE THEN CURRENT EXPIRATION DATE, UP TO THE TULL AMOUNT THEN AVAILABLE HEREUNDER, AGAINST YOUR DRAFT(S) DRAWN ON US AT SIGHT AND THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENTS THERETO, ACCOMPANIED BY YOUR STATEMENT, PUPPORTEDLY SIGNED BY AN AUTHORIZED OFFICER/REFRESENTATIVE. ON YOUR LETTERHEAD STATING THAT YOU ARE IN RECEIFT OF FLEET MATIONAL BANK'S MOTICE OF NONREMENTAL UNDER LETTER OF CREDIT NO. 181285600 AND THE AFFLILAMT'S OBLIGATION TO YOU REHAINS.

WE HAVE SEEN INTO MED THIS LETTER OF CREDIT IN THE AMOUNT OF \$44,000,00 IS FOR THE PAYMENT OF DE TO \$44,000.00 IN THE EVENT THAT BORDON D. & DIONIS S. BRIEFIN OR OTHER ENTITY ABANDON THEIR MINING CLAIMS IN FILLMORE, UTAH AND IT BECOMES MEDESSARY FOR YOUR AGENCY TO CAPEY OUT RECLAMATION WORK TO BRING THE SITE INTO CONFORMITY TO ACCEPTED LAND TORGERAPHY VRECLAMATION WORKS.

THIS CREDIT IS SUBCECT TO THE UNIFORM DUSTOMS AND PRACTICE FOR DOCUMENTARY DREDITS (IPPO DEVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

UNLESS TTHERWISE STATED, DRAFTLES AND POCUMENTS ARE TO BE FORWARTED TO US BY MAIL, O'ERNICHT COURTER OR HAND-DELIVERED.

DRAFIKS: AND DOCUMENTS MUST BE PREPENTED TO US AT FLEET NATIONAL BANK, 1 FLEET WAY, SCRANTON, PA 18507-1999, ACTN: GLOBAL TRATE OFERATIONS - STANEBY UNIT.

AJTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PACE(S).

DEXTER L ANDERSON ATTORNEY AT LAW 730 N. 3900 W. FILLMORE, UTAH 84631 TELEPHONE 435 743-6522 days 743-6378 evenings

Fax 435 743-6923

September 14, 2001

Opelonia Abeyta Bureau of Land Management Utah State Office P.O. Box 45155 Salt Lake City, Utah 84145-0155

Dear Ms. Abeyta;

Enclosed please find the Bond Form signed for Red Dome Inc. in regards to the Red Dome Placer Mining Claims, Millard County, Utah.

Please advise me of any further matters that need to be done in regards to this matter.

Sincerely yours,

Dexter L Anderson

## UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

### SURFACE MANAGEMENT PERSONAL BOND

Act of May 10, 1872, <u>as amended</u> (30 USC 22-54)
Act of October 21, 1976, <u>as amended</u> (43 USC 1732-35)
Act of September 13, 1982 (31 USC 9301 <u>et seq.)</u>
Act of October 18, 1986 (100 STAT 1783)
Act of October 30, 1986 (100 STAT 3341)
Act of September 27, 1988 (102 STAT 1776)

Plan of Operation Number:

KNOW ALL BY THESE PRESENTS, THAT: Red Dome Inc. a Utah Corporation						
(name)						
o <u>f</u>	5865 W. 200 South, Fillmore, Utah 84631 (address)					
(address)						
as	principal; is held firmly bound unto the United States of America in the sum of					
	Forty Four Thousand dollars (\$ 44.000.00 ),					

lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond.

The principal, in order to more fully secure the United States in the payment of the aforesaid sum, hereby pledges as security therefore, United States negotiable securities of a par value equal to the amount specified, cash, irrevocable letter of credit from a Federal Reserve Bank, or other instrument acceptable to the Bureau of Land Management (BLM). The principal, pursuant to the authority conferred by Section 1 of the Act of September 13, 1982 (31 USC 9303), does hereby constitute and appoint the Secretary of the Interior to act as his attorney-in-fact for the purpose of negotiating the cash or securities. The interest accruing on the United States securities, cash, or other instruments given above, in the absence of any default in the performance of any of the conditions, or stipulations set forth in this bond, or the plan of operations, must be paid to the principal. The principal hereby for himselftherself, any heirs, executors, administrators, successors, and assigns, jointly and severally, ratifies and confirms whatever the Secretary shall do by virtue of these presents.

The Secretary shall transfer this deposit for the faithful performance of any and all of the conditions and stipulations as set forth in this bond, the plan of operations cited above, and the regulations at 43 CFR Subpart 3809. In the case of any default in the performance of the conditions and stipulations of such undertaking, it is agreed that the Secretary shall have full power to assign, appropriate, apply, or transfer the deposit, or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

#### **BOND CONDITIONS**

- 1. WHEREAS the principal has an interest in a mining claim(s), mill site(s), or tunnel site(s) and/or responsibility for operations on the mining claim(s), mill site(s), tunnel site(s) or Public Lands under the Acts cited in this bond; and
- 2. WHEREAS the principal has received approval from the United States Department of the Interior of the plan of operations cited above, which plan of operations contain certain stipulations and conditions; and
- 3. WHEREAS the principal hereby waives any right to notice of, and agrees that this bond shall remain in full force and effect notwithstanding:
- a. Any transfer(s) in whole or in part, of any or all of the land covered by the plan of operations and further agrees to remain bound under this bond as to the interests in the plan of operations retained by the principal; and
  - b. Any modification of the plan of operations or obligations thereunder; and
- 4. WHEREAS the principal hereby agrees that notwithstanding the termination, cancellation, or relinquishment of any mining claim(s), mill site(s), or tunnel site(s) covered by this plan of operations, whether by operation of law or otherwise, the bond shall remain in full force and effect as to the terms and conditions of the plan of operations and obligations covered by this bond; and

- 5. WHEREAS the principal agr. that in the event of any default under the plan of parations, the United States, through the BLM, may commence and prosecute any claim, sult, or other proceeding against the principal, without the necessity of joining the owner(s) of the mining claim(s), mill site(s), or tunnel site(s) covered by the plan of operations; and
- 6. WHEREAS if the principal fails to comply with any provisions of the plan of operations, and the noncompliance continues for 30 days after written notice thereof, such plan of operations shall be subject to suspension or cancellation under Section 302(c) of the Federal Land Policy and Management Act, <u>as amended</u> [43 USC 1732(c)], and the principal shall also be subject to the applicable provisions and penalties of Sections 303 and 305 of the Federal Land Policy and Management Act of 1976, <u>as amended</u> (43 USC 1733 and 1735). This provision shall not be construed to prevent the exercise by the United States of any other legal and equitable remedy, including waiver of the default.
- 7. WHEREAS, on the faith of the foregoing promises, representations, and appointments and in consideration of this bond, the United States has approved the plan of operations referenced herein.
- 8. NOW, THEREFORE, the condition of this obligation is such that if said principal(s), his/her heirs, executors, administrators, successors, or assigns shall, in all respects, faithfully comply with all of the provisions of the plan of operations referenced herein, any amendments thereto, and the rules and regulations contained in 43 CFR Subpart 3809, then this obligation is void; otherwise it shall remain in full force and effect.

Signed this	14+h	day of	September	2001 ************, in the p	resence of:	
Name and Address	ess of Witness	·	Red Dome Inc. Principal		(Seal)	
Name and Addre	ess of Witness	· · · · · · · · · · · · · · · · · · ·	By: Gordon D. (N	Griffin Pres	ident	
			Business Address: 586	5 W. 200 S.	Fillmore, Utah 846	531
			Signature:	Enduson	Hein frewhent,	7
Name and Addre	ess of Witness		Surety		(Seal)	
			By:			
				& Title Typed)		
Name and Addre	ess of Witness		Business Address:		<del></del>	
			Signature:			

### **GENERAL POWER OF ATTORNEY**

STATE OF UTAH ) ss.
County of Millard )
KNOW ALL MEN BY THESE PRESENT that I, Gordon D. Griffin more than 18 years of
age, of 7 Ramshorn Court, Savannah, Georgia, hereby make, constitute, and appoint Dexter L
Anderson, of 730 N. 3900 W, Fillmore, Utah 84631 from the date of signing hereof, as true and
lawful Attorney-in-Fact for me and in my name, place, and stead, giving unto said Person full power
to do and perform all and every act that I may legally do through an Attorney-in-Fact, and every
power necessary to carry out the purposes for which this Power is granted, hereby ratifying and
affirming that which said Person shall lawfully do or cause to be done by himself lawfully designated
by virtue of the power herein conferred upon him, from the date of signing hereof.
DATED this 10 day of September, 2001.
forden D. Griffin
On the / day of Septemble 2001, personally appeared before me Govern D. Griffin , who is known to me, having been duly
sworn, acknowledged, that <u>HE</u> executed the foregoing document in the appropriate signature
line.



